



兆豐產物船舶保險- Owners' Special Clauses (II)

1. Deductible

No deductible to be applied to the following claims :-

- a) General Average
- b) Sue and Labour
- c) Salvage and Salvage Charges
- d) Particular Charges on Ship

2. For Claims Purposes

- a) The cost of damage repairs effected by riding squads
- b) Air Freight on spare parts
- c) The reasonable cost of temporary repairs
- d) Excess cost of overtime on repairs
- e) The cost of drydocking with cargo on board
- f) The cost of discharging, storing and reloading cargo necessary for damage repairs
- g) Hire, purchas or fitting etc., of temporary generators and auxiliary/portable Any additional expenses incurred to enable the insured vessel to continue trading pending supply of the necessary replacement parts or equipment.

All of the above-mentioned items which are not allowable in General Average shall be deemed to form part of the reasonable cost of repairs to the extent that such items would have been incurred by a prudent uninsured owner.

3. Deferred Repair

Any increase in cost of repairs by deferment are deemed to form part of the reasonable cost of repairs provided such repairs are carried out at vessel's next drydocking or special survey, at Owners' option.

4. Unrepaired Damage

Underwriters' liability in respect of unrepaired damage will be the estimated cost of repairs at the time of the Assured claiming for such loss including the estimated dry dock dues and general services, tank cleaning, superintendence, classification surveyor's charges and removal etc., if necessary, as if all Average repairs and Owners' repairs are effected simultaneously.



5. General Average

- a) General Average, Salvage and Special Charges to be adjusted in accordance with York-Antwerp Rules 1974 or 1974 (amended 1990), 1994, 2004 or 2016 at Owners' option.
 - b) General Average Expenditure (including Salvage and/or Salvage charges) shall be payable in full by the Hull Underwriters up to the limit of USD500,000.00 without recourse to Cargo and/or Charterers and/or other Contributory Interests. Adjusters' charges attaching to General Average deemed not to be part of USD500,000.00 which will be payable by Hull Underwriters on top of the aforesaid amount.
 - c) Extraordinary sacrifice or expenditure has been prudently made or incurred, if not strictly necessary for common safety and/or not allowable into General Average, shall be deemed to form a claim on Hull Underwriters.
6. The full Cost of Scraping and/or grit and/or sand blasting and/or other surface preparation works and all cost of bottom painting incurred in consequence of a peril insured against shall be included in the claims as part of the reasonable cost of repairs to the damaged bottom plating irrespective of whether vessel's routine bottom painting/drydocking is effected concurrently.
7. For the purposes of claims in General Average, Salvage and Salvage Charges, and claim under Sue and Labour Clause, all vessels are deemed to be fully insured for their sound market / contributory / salvaged values.
8. The Underwriters' surveyor's and Diver's fees are to be paid by Underwriters irrespective of whether or not the claim exceeds the applicable policy deductible, provided that the aforesaid divers' charges are incurred as the result of an accident which is caused by a peril insured against.
9. Damage caused by contact with ice to be dealt with on the same basis as heavy weather.
10. a) One deductible to be applied to all damage(s) sustained by contacts with foreign lock walls and/or ice objects including in the St. Lawrence Seaway and Great Lakes, and ice bound ports during one complete inward and outward voyage, including during the berthing and/or unberthing operations, shall be treated as being due to one accident.



- b) One deductible to be applied to all damages sustained by contact with lock walls in the Suez, Kiel or Panama Canals whilst occurring during one single passage shall be treated as being due to one accident.
11. One deductible to be applied to all damage(s) sustained as a result of stranding, groundings or touching bottom whilst occurring during one passage through any river or inland waterway.
12. One deductible to be applied to all damage(s) sustained during loading(s)/discharging(s) operations at one loading or discharging port/place.
13. This insurance covers loss of or damage to any parts, equipment, apparatus, spare parts and the fittings of an insured vessel which are temporarily removed from and located outside of the vessel, irrespective of where they are located, whilst she is being under repaired or otherwise, and including during transportation from or to the vessel.
14. Underwriters heron agree to waive all rights of subrogation or recourse against the original Assured(s) and any Person, Firm or Corporation Parent to or Subsidiary of or Affiliated with the original Assured(s) against their agents or Manages or Operators, and against Manager or Operators or Agents or Contractors or Charterers or Joint venture Partners in respect of vessels insured hereunder, but such waiver shall not apply either in the event of a collision between the vessels insured hereunder or any vessels owned, bareboat chartered.
15. Provision of Bail / Security
Underwriter further agree that in the event of loss and/or damage giving rise to a possible claim under this policy to assist the Assured if so required to provide bail and/or bank guarantee by the provision of counter guarantees. Such agreement from claims leader only and to be binding on all Underwriters hereon. The extent of Underwriters' obligation under this Clause shall be confined to their liability in accordance with the terms, conditions and amounts of this policy.
16. Valuation
The words apparel, passenger fittings, equipment, stores, boats and other furniture' as used in this policy are intended to include bar stores, equipment for passengers' amusements, saloon and passenger cabin fittings, equipment, furnishings and decorations, as well as spare bunkers and all other stores and supplies, including stocks in shops, provided the same are owned by the Assured.



17. Helicopter Clause

It is understood and agreed that the practice of using Helicopters for the transfer of pilots, stores and the like will not prejudice this insurance.

18. The cost of discharging, storing and consequent reloading of cargo at a port of refuge, not allowable in General Average but necessary for the safe prosecution of the intended voyage, shall be agreed to form part of the claim on hull underwriters to the extent that such items would have been incurred by a prudent uninsured owner.

19. It is agreed that the premiums charged on any special liability insurance effected on cargo and /or any other third parties due to casualties and which are not claimable in General Average to be payable in full by Hull Underwriters.

20. It is hereby agreed that when a Bigham Clause (or similar) is applicable and cargo's proportion of General Average exceeds their maximum liability under the claim, this insurance will pay in full the unrecovered balance of the General Average contribution that would otherwise attach to cargo interests.

21. All damages sustained by contacts with lightening vessels whilst employed in loading (or discharging) cargo at any one port shall be subject to one deductible. In the event that the vessel insured hereunder is employed at a port as a lightening vessel, all damages sustained by contacts with any one mother vessel whilst employed in loading (or discharging) cargo from the mother vessel shall also be subject to one deductible.

22. In interpretation of two consecutive ports as concerns heavy weather and ice damages, calls at ports solely for bunkering or for refuge or canal transits are not to be construed as ports within the meaning of the clause 12.2 of I.T.C. Hulls 1.10.83. Vessel's staying in port counts as an integral part of the preceding single sea passage and no separate deductible to be applied for damages(s) which may be sustained during the vessel's stay in port.

23. Claim for Latent Defect Damage

It is agreed to cover the latent defect damage to the vessels insured hereunder, provided that at the time when such defective damage is first discovered during the currency of this policy of insurance whereas the date(s) of occurrence are unknown; the reasonable cost of repairing and / or replacing the defective part(s) for such damage shall be recoverable in full under this policy irrespective of the period of time when such damage occurred, without recourse to any previous policies effective prior to the attachment of this insurance, subject to the terms and conditions of this insurance.



24. It is agreed that the costs of any metallurgical/ultrasonic tests and/or other tests necessarily carried out on any parts taken from the vessel in consequence of a casualty covered by the policy in order to establish the cause of damage be payable in full by Hull Underwriters, irrespective of whether or not claim exceeds the policy deductible, provided these costs are reasonably/would have been incurred by a prudent uninsured owner.
25. It is agreed that the Assured may, at their sole option, appoint Richards Hogg Lindley or an independent Average Adjuster who is a fellow of the Association of Average Adjusters of the United Kingdom, to assist them with the handling and preparation of Adjustment of claims under this insurance. The charges of Richards Hogg Lindley or the independent Average Adjuster will form part of the claim(s) under this insurance.
26. The nominated Hull Claims Leader shall make a decision in respect of any claim within 30 days of receipt by them the appointed Average Adjuster's final adjustment or if no Average Adjuster is appointed, a fully documented claim presentation sufficient to enable the Underwriters to determine their liability in relation to coverage and quantum. If the Leading Underwriter(s) request additional documentation or information to make a decision, they will make a decision within a reasonable time after receipt of the additional documents or information requested, or a satisfactory explanation as to why such documents and information are not sufficient.
27. All Claims are to be paid within 30 days of agreement of the nominated Claims Leader – i.e. time would start to run from agreement of the claims lead and not from date of payment by claims lead.
28. It is agreed to waive production of classification society certificates of maintenance of class in respect of claims each accident not exceeding USD300,000 for “GEM No.8” and USD400,000 for all other vessels. Adjusters' charges deemed not to be part of USD300,000 for “GEM No.8” and USD400,000 for all other vessels which amount is to be net of policy deductible.



29. Condemnation Clause

The Assured may recover for a constructive total loss where the ship is condemnable. The ship is condemnable where the total damage caused by a peril insured against is so extensive that the cost of repairing her, including ship's proportion of general average and/or salvage remuneration, will amount at least to 80% of the insured agreed value or of her value in repaired condition, at Assured's option.

The value of the ship in repaired condition is to be ascertained on the basis of the market value obtaining at the time when the assured submits his request for a condemnation.

30. Temporary Generators & Auxiliary / Portable Boilers Clause

Any reasonable costs incurred in connection with the hire, purchase or fitting etc., of these items solely to enable the vessel to continue her trading or cargo operations as a result of the generator(s) breakdown due to an insured peril, which are not allowable in General Average shall be deemed to form part of the reasonable cost of repairs, to the extent that such costs would have been incurred by a prudent uninsured owner.

31. It is agreed that where shore repairers and/or technicians are employed on board for effecting average repairs during the vessel's voyage, the vessel's insurance coverage shall not be prejudiced by failure to obtain from shore repairers and/or technicians a hold harmless agreement or alternatively that the assureds / shipowners are required to provide a hold harmless agreement. This insurance shall not be prejudiced by Owners' acceptance of repairers' normal form of contract.